SERFF Tracking Number: RNOA-125859679 State: Arkansas
Filing Company: Royal Neighbors of America State Tracking Number: 40570

Company Tracking Number: 200821 RNOA-125859679

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

Project Name/Number: FPDA 2008/200821

# Filing at a Glance

Company: Royal Neighbors of America

Product Name: Flexible Premium Deferred SERFF Tr Num: RNOA-125859679 State: ArkansasLH

**Annuity Certificate** 

TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 40570

Variable

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: 200821 RNOA- State Status: Approved-Closed

125859679

Filing Type: Form Co Status: submitted Reviewer(s): Linda Bird

Authors: John Friederich, Philip

Blankenfeld, Deb Zemo, Kelli

Zimmer

Date Submitted: 10/15/2008 Disposition Status: Approved

Disposition Date: 10/22/2008

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

#### **General Information**

Project Name: FPDA 2008 Status of Filing in Domicile: Not Filed

Project Number: 200821 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: Illinois is projected

to be filed on 11/1/08

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Group Market Size:

Group Market Type:

Filing Status Changed: 10/22/2008

State Status Changed: 10/22/2008 Deemer Date:

Corresponding Filing Tracking Number: 200821

Filing Description:

This certificate is new, and has never been issued by Royal Neighbors of America (Royal Neighbors), nor has it ever been available for attachment to any life insurance certificate issued by Royal Neighbors.

SERFF Tracking Number: RNOA-125859679 State: Arkansas
Filing Company: Royal Neighbors of America State Tracking Number: 40570

Company Tracking Number: 200821 RNOA-125859679

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

Project Name/Number: FPDA 2008/200821

To the best of my knowledge and belief, no part of this submission contains any unusual or possibly controversial items contrary to normal industry standards. No assumptions or provisions contained in the rider unfairly discriminate in the availability of annuity benefits to individuals of the same class, equal expectation of life, and degree of hazard.

This annuity provides for flexible premiums, which may vary in amount and frequency and a monthly income commencing on the maturity date. Issue ages for this annuity are 16 to 75 for the owner and 0 to 75 for the annuitant. The primary target market will be individuals' age 30 to 55 years, and the certificate will be marketed by the use of commissioned independent agents, commissioned agents of an Agency, and by non-commissioned agents of the Royal Neighbors call center. All agents will be under contract, duly licensed by the state and appointed (as applicable) by Royal Neighbors.

The annuity will be used with application form 1723 Rev. 11-2007, approved by your department on 2/6/2008 and, as appropriate, with form 1025 Rev. 12-2007 entitled Traditional Individual Retirement Annuity Endorsement, approved by your department on 2/11/2008, or form 6025 Rev. 12-2007 entitled Roth Individual Retirement Annuity Endorsement.

# **Company and Contact**

#### **Filing Contact Information**

Debra Zemo, Compliance Assistant/Legal zemodm@royalneighbors.org

Secretary

230 16th Street (800) 627-4762 [Phone] Rock Island, IL 61201 (309) 788-3887[FAX]

**Filing Company Information** 

Royal Neighbors of America CoCode: 57657 State of Domicile: Illinois
230 16th Street Group Code: Company Type: Life, Health,

Annuity

State ID Number:

Rock Island, IL 61201 Group Name: Royal Neighbors

(309) 732-8232 ext. 8232[Phone] FEIN Number: 36-1711198

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 SERFF Tracking Number:
 RNOA-125859679
 State:
 Arkansas

 Filing Company:
 Royal Neighbors of America
 State Tracking Number:
 40570

Company Tracking Number: 200821 RNOA-125859679

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

Project Name/Number: FPDA 2008/200821

# **Filing Fees**

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? Yes

Fee Explanation: 1 form x \$50 = \$50

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

Royal Neighbors of America \$50.00 10/15/2008 23201528

SERFF Tracking Number: RNOA-125859679 State: Arkansas 40570

Filing Company: Royal Neighbors of America State Tracking Number:

Company Tracking Number: 200821 RNOA-125859679

TOI: A02I Individual Annuities- Deferred Non-Sub-TOI: A02I.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

FPDA 2008/200821 Project Name/Number:

# **Correspondence Summary**

#### **Dispositions**

**Created On Status Created By Date Submitted** Approved Linda Bird 10/22/2008 10/22/2008

SERFF Tracking Number: RNOA-125859679 State: Arkansas

Filing Company: Royal Neighbors of America State Tracking Number: 40570

Company Tracking Number: 200821 RNOA-125859679

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

Project Name/Number: FPDA 2008/200821

# **Disposition**

Disposition Date: 10/22/2008

Implementation Date: Status: Approved

Comment:

Rate data does NOT apply to filing.

 SERFF Tracking Number:
 RNOA-125859679
 State:
 Arkansas

 Filing Company:
 Royal Neighbors of America
 State Tracking Number:
 40570

Company Tracking Number: 200821 RNOA-125859679

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

Project Name/Number: FPDA 2008/200821

Item Type	Item Name	Item Status	<b>Public Access</b>
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Flexible Premium Deferred Annuity		Yes
	Certificate		

 SERFF Tracking Number:
 RNOA-125859679
 State:
 Arkansas

 Filing Company:
 Royal Neighbors of America
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 40570

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## Form Schedule

Lead Form Number: 200821

Review	Form	Form Type	e Form Name	Action	<b>Action Specific</b>	Readability	Attachment
Status	Number				Data		
	200821	•	n	Initial			200821.pdf
		nt or Rider					

# A Fraternal Benefit Society Incorporated in 1895



Home Office 230 Sixteenth St. Rock Island, IL 61201

> (800) 627-4762 (309) 788-4561

INSURING LIVES • SUPPORTING WOMEN • SERVING COMMUNITIES\*\*

#### **AGREEMENT**

AGREES, subject to the provisions of this Certificate, to pay (1) to the Owner, if the Owner is living on the Maturity Date, a monthly income, commencing on the Maturity Date, for 120 months and thereafter each month during the life of the Annuitant or, (2) to the Beneficiary not later than 30 days after receipt of proof of death of the Owner, such as a certified copy of a death certificate, or a certified decree from a court of competent jurisdiction as to the finding of death, that the Owner died prior to the Maturity Date, and while this Certificate was in force, an amount equal to the Accumulation Value of this Certificate, as of the date of death.

If the Certificate proceeds are not paid in one lump sum within 30 days after Royal Neighbors of America (Royal Neighbors) has received proof of the right to the proceeds, Royal Neighbors will pay interest on the unpaid proceeds. Interest will accrue from the date of death of the Owner to the date of payment, at a rate not less than that required by law. Full payment of the Certificate's proceeds to the person designated as being entitled to receive such proceeds shall fully discharge Royal Neighbors from all claims under this Certificate. Any debt on this Certificate will be deducted at the time of final payment.

This Certificate is issued in consideration of the application and the payment of the first premium. Certificate years, months, and anniversaries will be determined from the Issue Date. Any additional benefits, if any, are provided by rider or endorsement and are subject to the provisions of the rider or endorsement. All sums payable under the terms of this Certificate are payable at the Home Office in Rock Island, Illinois. The Owner may elect to receive the Cash Surrender Value as of the Maturity Date in one sum in lieu of a monthly income for life, or any other settlement option.

#### THIS IS A LEGAL CONTRACT - PLEASE READ THIS CERTIFICATE CAREFULLY

The premiums, values, and benefits provided by this annuity contract are indeterminate and may vary according to the terms of the Certificate. A partial or full withdrawal made during the Withdrawal Charge period may result in a loss of the portion of the total premiums paid into this Certificate. A Table of Withdrawal Charges is located on Page 3A. To present an inquiry, obtain information, or assistance in resolving a complaint regarding this Certificate, you may telephone Royal Neighbors of America at (800) 627-4762 or write to the Home Office at: Royal Neighbors, 230 16th Street, Rock Island, IL 61201. Royal Neighbors will provide comprehensive information regarding the benefits and provisions of this Certificate to the Owner within 10 business days from receipt of the request.

#### RIGHT TO EXAMINE CERTIFICATE

The Owner may void this Certificate by returning it to the Home Office at 230 16th Street, Rock Island, IL 61201; or to the agent through whom it was purchased; or to any representative of Royal Neighbors before midnight of the 20th day (30th day if purchased as a replacement or through our call center or by direct mail) after the date it was delivered to the Owner. Return by mail is effective on being postmarked, properly addressed, and postage prepaid. Royal Neighbors will return all premiums paid on this Certificate, less any benefits paid, within 10 business days after receiving the Certificate. Such return will void this Certificate from the beginning.

#### **OPTIONAL MATURITY DATE**

At any time while this Certificate is in force, the Owner may select an Optional Maturity Date that is later than the Original Maturity Date shown on Page 3, but the Optional Maturity Date may not be later than the first Certificate anniversary after the Annuitant's 115th birthday. If the Owner does not notify Royal Neighbors in writing, at least 31 days prior to the Original Maturity Date, that the Owner has either selected an Optional Maturity Date, or wishes to receive this annuity's benefit on the Original Maturity Date, it will be assumed that the Owner selected an Optional Maturity Date of the first Certificate anniversary after the Annuitant's 115th birthday, provided however, that the Owner may subsequently amend the Optional Maturity Date at any time, while this Certificate is in force.

Executed at the Home Office in Rock Island, Illinois, on the Issue Date.

Secretary and General Counsel

Cynthia a. Tidwell
President and CEO

**FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE** – Monthly Income payable at maturity – Death benefit payable prior to maturity – Flexible Premium payments – Optional Maturity Date – Participating.

#### INDEX OF CERTIFICATE PROVISIONS

Name of Provision	<u>Page No</u> .	Name of Provision	Page No
Accumulation Value	4	Issue Age and Sex	2
Agreement	1	Maintenance of Reserve	
Annual Administration Fee	7	Maturity Date	2
Annual Report	4	Minimum Values	2
Applicable State Law	6	Modifications	6
Assignment		Monthly Income	2
Beneficiary	6	Optional Maturity Date	1
Cash Surrender Value	4	Original Maturity Date	2
Certificate Data	3	Ownership and Control	6
Certificate Year	6	Reinstatement	7
Chapter Membership	6	Representations	6
Credited Interest Earnings	4	Reserves	4
Death of Annuitant	7	Settlement Options	8
Death of Owner	6	Suspension or Expulsion	6
Death On Or After Maturity Date	7	Table of Values and Withdrawal Charges	3 A
Dividends	4	Termination	7
Entire Contract	6	Waiver of Withdrawal Charges	5
Flexible Premiums	2	Withdrawals	4
Incontestability	6	Withdrawal Charge	4
Internal Revenue Code	7		

Additional benefits provided by riders or endorsements, if any, are listed on Page 3.

**FLEXIBLE PREMIUMS** – All premiums are payable at the Home Office. The initial premium is due on the Issue Date and is shown on Page 3. Subsequent premiums may vary in amount and frequency at the option of the Owner. Royal Neighbors reserves the right to limit the maximum amount of premium payments without prior written approval from the Home Office and set limits for minimum premium payments to this Certificate.

ISSUE AGE AND SEX – Issue Age is the age of the Annuitant on the birthday prior to the Issue Date of the Certificate. If the Issue Age or Sex of the Annuitant has been misstated, the amount payable on the Maturity Date will be such as the premiums paid would have purchased at the correct Issue Age or Sex.

**ORIGINAL MATURITY DATE** – The Original Maturity Date is shown on Page 3. This Certificate matures on the anniversary of the Issue Date after the Annuitant's 70th birthday, or 10 years after the Issue Date, whichever is later, unless an Optional Maturity Date has been elected by the Owner as provided in this Certificate.

**MATURITY DATE** – The Original Maturity Date, unless an Optional Maturity Date is elected, in which case the Optional Maturity Date becomes the Maturity Date.

**MONTHLY INCOME** – The amount of Monthly Income will be determined by applying the Cash Surrender Value on the Maturity Date, under the provisions of Option 3 of the Settlement Options, with a Life Income with 10-year period certain. The reserves and net single premium for Settlement Option 3 are based on the Annuity 2000 Mortality Table with interest at 2% per annum. Upon request at or before the commencement of any annuity payments, the Owner may elect to receive the Cash Surrender Value of this Certificate in a single payment in lieu of the Monthly Income or an alternate Settlement Option as described in this document.

MINIMUM VALUES – The Cash Surrender Values and Death Benefit proceeds available under this Certificate are not less than the minimum benefits required by any state in which this Certificate is delivered. A detailed statement of the method of computing Cash Surrender Values has been filed with the Insurance Department of the state in which this Certificate is delivered.

#### **CERTIFICATE DATA**

Certificate Number	
Chapter Number	
Name of Owner	As Stated in the Attached Application, Unless Changed by Assignment
Issue Date	October 9, 2008
Plan Type	Flexible Premium Deferred Annuity
Plan of Annuity	Non-qualified
Initial Premium	\$1,000.00
Original Maturity Date**	October 9, 2043
Name of Annuitant	John J Doe
Rating Age and Sex of Annuitant	

\*\*NOTE: This Certificate matures on the anniversary of the Issue Date after the Annuitant's 70th birthday or 10 years after the Issue Date of this Certificate, whichever is later, unless an Optional Maturity Date has been elected by the Owner, as provided in this Certificate.

FORM NO. DESCRIPTION OF ADDITIONAL BENEFITS PROVIDED BY ENDORSEMENT

None There are no additional benefits provided under this certificate

#### TABLE OF VALUES AND WITHDRAWAL CHARGES

The Accumulation and Cash Surrender Values shown below are for the end of the Certificate Year shown. The values assume that annual premiums of \$1,000.00 have been paid at the beginning of each Certificate Year; an Annual Certificate Fee, as applicable, has been deducted; interest has been credited at the minimum specified rate shown below; there are no withdrawals; and the Certificate has not matured. Values for Certificate years not shown below will be furnished upon request.

The withdrawal values shown below do not include applicable taxes or tax penalties. There may be tax consequences and penalties resulting from a cash surrender or partial withdrawals. You are advised to consult with a qualified tax professional or your attorney regarding possible tax consequences and/or penalties applicable to your personal situation.

END OF CERTIFICATE YEAR	GUARANTEED MINIMUM INTEREST RATE	END OF YEAR ACCUMULATION VALUE	NET CASH SURRENDER VALUE	WITHDRAWAL CHARGE PERCENTAGE
1	3.00%	\$1,030.00	\$937.30	10%
2	3.00%	\$2,090.90	\$1,921.53	9%
3	3.00%	\$3,183.63	\$2,954.40	8%
4	3.00%	\$4,309.14	\$4,037.66	7%
5	3.00%	\$5,468.41	\$5,173.11	6%
6	3.00%	\$6,662.46	\$6,362.64	5%
7	3.00%	\$7,892.33	\$7,608.20	4%
8	3.00%	\$9,159.10	\$8,911.80	3%
9	3.00%	\$10,463.87	\$10,275.52	2%
10	3.00%	\$11,807.79	\$11,701.51	1%
Age 70	3.00%	\$65,174.20	\$65,174.20	0%

**NOTE:** Under the Internal Revenue Code, Certificates that are issued as an Individual Retirement Annuity (IRA) or under a Simplified Employee Pension (SEP) plan are subject, in general, to Required Minimum Distributions (RMDs) by April 1 of the year following the year in which the Owner attains age 70½. The Table of Values and Withdrawal Charges shown above does not account for any RMDs. RMDs are subject to any applicable Withdrawal Charges. RMDs are more fully explained in the IRA Endorsement, if applicable, attached to this Certificate. Also refer to the IRA Endorsement, if applicable, for additional provisions which may change provisions contained in this Certificate.

200821 Page 3 A

**ACCUMULATION VALUE** – The Accumulation Value as of the end of any Certificate Year will be determined as follows:

- 1. The Accumulation Value as of the end of the preceding Certificate Year; plus
- 2. The amount of Premiums paid, plus;
- 3. Credited Interest, less:
- 4. Withdrawals, if any, less;
- 5. The Annual Administration Fee, if applicable.

The Accumulation Value at any time during a Certificate Year will be determined as stated above but with credited interest to the date of the calculation. The Accumulation Value immediately prior to the Issue Date is zero. All values and benefits equal or exceed those required by the laws of the state in which this Certificate is delivered.

**CREDITED INTEREST EARNINGS** – Interest at a rate not less than 3% per annum, as authorized by the Board of Directors at least once each year, will be used in determining the Accumulation Value.

**CASH SURRENDER VALUE** – The Owner may surrender this Certificate for its Cash Surrender Value at any time on or before the Maturity Date. If the Cash Surrender Value is to be paid, the Certificate must first be surrendered to Royal Neighbors. The Cash Surrender Value of this Certificate on any day is the Accumulation Value on the date of calculation, less any Withdrawal Charge.

There may be tax consequences and penalties resulting from a cash surrender. You are advised to consult with a qualified tax professional or attorney regarding possible tax consequences and penalties associated with the cash surrender of this Certificate.

Royal Neighbors may defer the payment of the Cash Surrender Value for a period up to 6 months after the request is received. The deferral shall be contingent upon Royal Neighbors' receipt of written approval of the deferral from the State Insurance Commissioner's Office. If payment of the Cash Surrender Value is not paid or placed within 30 days of receipt of the Certificate and the request for surrender, Royal Neighbors will pay interest on the Cash Surrender Value at a rate not less than that required by law.

WITHDRAWALS – At any time prior to the Maturity Date, the Owner may withdraw a portion of the Accumulation Value upon proper request to Royal Neighbors. The amount of any Withdrawal may not be less than \$500 unless the Certificate is surrendered for its Cash Surrender Value. If the entire Cash Surrender Value is to be withdrawn, the Certificate must first be surrendered to Royal Neighbors.

Withdrawals reduce the Accumulation Value. In addition to any applicable Withdrawal Charge that may be deducted from the amount withdrawn, there may be tax consequences and penalties resulting from a Withdrawal. You are advised to consult with a qualified tax professional or your attorney regarding possible tax consequences and/or penalties.

Royal Neighbors may defer the payment of a partial Withdrawal for a period up to 6 months after the request is received. The deferral shall be contingent upon Royal Neighbors' receipt of written approval of the deferral from the State Insurance Commissioner's Office.

WITHDRAWAL CHARGE – If the total amount withdrawn in a Certificate Year exceeds 10% of the Accumulation Value at the time of the first withdrawal in such Certificate Year, the excess will be subject to a withdrawal charge as calculated by taking such excess amount multiplied by the applicable Withdrawal Charge Percentage as shown on Page 3A. The Withdrawal Charge will be deducted from the amount withdrawn before payment to the Owner.

**DIVIDENDS** – This Certificate will share in the divisible surplus of Royal Neighbors as determined annually by the Board of Directors and declared as a dividend. Dividends may be paid in cash, but will be applied as additional interest unless otherwise requested by the Owner. Royal Neighbors does not expect that any Dividends will be declared on this Certificate.

**ANNUAL REPORT** – For each year during which this Certificate is in force, Royal Neighbors will provide the Owner an Annual Report without charge. The Annual Report will show the current values of the Certificate, including Withdrawals, if any, and interest credited.

**RESERVES** – The reserve method and amount held by Royal Neighbors will be at least equal to the minimum required by the state in which this Certificate is delivered.

**WAIVER OF WITHDRAWAL CHARGES** – The Withdrawal Charge will be waived for a Withdrawal in the following circumstances:

- 1. The Owner is confined to a Nursing Home and/or Hospital for at least 90 consecutive days or confined for a total of at least 90 days if there is no more than a 180-day break in the confinement (Qualifying Period) and the confinements are for related causes, provided:
  - a. The first confinement referred to above begins on or after the first Certificate anniversary;
  - b. The Withdrawal request and proof satisfactory to Royal Neighbors of confinement are received at the Home Office either while the Owner is confined after the Qualifying Period or within 90 days after such confinement; and
  - c. Confinement in a Nursing Home and/or Hospital is prescribed by a licensed Physician and is Medically Necessary.
- 2. The Owner has a terminal condition and not expected to live more than 12 months, provided:
  - a. A Physician certifies to the condition and life expectancy; and
  - b. The Owner was not initially diagnosed with the terminal condition on or before the first Certificate anniversary of the Issue Date.
- Death of the Owner.

For purposes of the Waiver of Withdrawal Charges provision, the following definitions apply:

#### **Hospital** – A facility which:

- 1. Is located in the United States or its territories;
- 2. Is licensed as a hospital by the jurisdiction in which it is located;
- 3. Is supervised by a staff of licensed physicians;
- 4. Provides nursing services 24 hours a day by, or under the supervision of a registered nurse (R.N.);
- 5. Is operated primarily for the care and treatment of sick and injured persons as inpatients for a charge; and
- 6. Has access to medical diagnostic facilities.

#### **Intermediate Care Facility** – A facility which:

- 1. Is located in the United States;
- 2. Is licensed and operated as an Intermediate Care Facility according to the laws of the jurisdiction in which it is located;
- 3. Provides continuous 24 hours a day nursing service by, or under the supervision of a registered nurse (R.N.) or a licensed practical nurse (L.P.N.); and
- 4. Maintains a daily medical record of each patient.

**Medically Necessary** – Appropriate and consistent with the diagnosis in accordance with accepted standards of practice and which could not have been omitted without affecting the individual's condition.

Immediate Family – Includes the Owner's spouse, children, parents, grandparents, grandchildren, siblings, and in-laws.

**Nursing Home** – A facility that is a Skilled Nursing Facility, an Intermediate Care Facility, or Residential Care Facility. Nursing Home does not mean:

- 1. A home for the aged, a community living center or place that primarily provides domiciliary, residency, or retirement care: or
- 2. A place owned or operated by a member of the Owner's Immediate Family.

**Physician** – Any person duly licensed and legally qualified to diagnose and treat sickness and injuries. A physician must be providing services within the scope of her or his license. A physician may not be a member of the Owner's Immediate Family.

#### **Residential Care Facility** – A facility which:

- 1. Is located in the United States or its territories;
- 2. Is licensed and operated as a Residential Care Facility according to the laws of the jurisdiction in which it is located; and
- 3. Provides nursing care under the supervision of a registered nurse (R.N.).

#### **Skilled Nursing Facility** – A facility which:

- 1. Is located in the United States or its territories;
- 2. Is licensed and operated as a Skilled Nursing Facility according the laws of the jurisdiction in which it is located;
- 3. Provides skilled nursing care under the supervision of a licensed physician;
- 4. Provides continuous 24 hours a day nursing services by, or under the supervision of a registered nurse (R.N.); and
- 5. Maintains a daily medical record of each patient.

**BENEFICIARY** – The Beneficiary is as stated in the application attached to this Certificate, unless changed. Unless the designation of the Beneficiary is explicitly irrevocable, the Owner may change the Beneficiary without the consent of any such Beneficiary. The primary Beneficiary will receive the Death Benefit if the Owner dies while this Certificate is in force. Proper written request designating the Beneficiary will be required. No such change will take effect unless recorded by Royal Neighbors. When recorded, the change will take effect on the date the request was signed, but without prejudice to Royal Neighbors on account of any payment made by it before the requested change has been recorded.

**REPRESENTATIONS** – All statements in the application shall be deemed Representations and not warranties. No statement shall be used to void this Certificate, or used in defense of a claim, unless it is contained in the application and a copy of the application is attached to the Certificate when issued or delivered.

**MAINTENANCE OF RESERVE** – If Royal Neighbors' reserves become impaired, the Owner shall pay Royal Neighbors this Certificate's equitable proportion of the deficiency. However, there shall be no personal liability for such payment except against this Certificate's reserve. The amounts of such payment and deficiency shall be determined by Royal Neighbors' Board of Directors. If such payment is not made in cash, it shall stand as a debt against the Certificate. Such debt shall bear interest at 3% per annum. In lieu of the forgoing, or in combination with it, the Owner may consent to a corresponding decrease of the annuity benefits. Such decrease shall be in the same proportion as the amount of such payment bears to the reserve immediately before such decrease.

**APPLICABLE STATE LAW** – The rights or obligations of the Owner or any person claiming under this Certificate shall be governed by the laws of the state in which this Certificate is delivered.

**ENTIRE CONTRACT** – This contract is between Royal Neighbors and the Owner. It includes the Articles of Incorporation and the Bylaws of Royal Neighbors; this Certificate, including any attached riders or endorsements; the application, a copy of which is attached; and all present or future amendments or endorsements to each. However, no future amendment to the Articles of Incorporation or the Bylaws of Royal Neighbors shall reduce the benefits contracted for as of the Issue Date.

**CHAPTER MEMBERSHIP** – The Owner, if a natural person, is a member of a Chapter of Royal Neighbors on the Issue Date, otherwise the Beneficial Owner under the Trust, if the Owner is the Trust, will be the member of a Chapter of Royal Neighbors.

**SUSPENSION OR EXPULSION** – If the member of Royal Neighbors under this Certificate should be expelled or suspended from membership in Royal Neighbors for any reason, except within the contestable period for misrepresentation in the application for membership, the Owner shall have the privilege of maintaining this Certificate in force.

**MODIFICATIONS** – No agent of Royal Neighbors has the authority to make changes to this Certificate. Only authorized officers of Royal Neighbors have the authority to waive any terms of, or make any changes to this Certificate. All changes must be in writing.

**OWNERSHIP AND CONTROL** – The Owner shall be as shown in the application unless later changed by assignment. Prior to the Maturity Date, the Owner may exercise any rights and receive all benefits described in this Certificate. Please review the provisions contained within this Certificate for an explanation of the options and rights provided under the Certificate.

**DEATH OF OWNER** – Proceeds paid on the death of the Owner shall equal the Accumulation Value. The death proceeds shall be paid within 5 years after the Owner's death, unless: (1) the proceeds will be paid to a natural person; (2) such payments begin within one year after the Owner's death, and; (3) such payments are to be made over a period not exceeding the life expectancy of the person entitled to payment. This provision shall not apply if the Owner's surviving spouse is the sole Beneficiary and the person entitled to payment. In such event, the Owner's surviving spouse, as the sole Beneficiary, may elect by written request to Royal Neighbors, to continue this Certificate in the name of the surviving spouse, as Owner.

**INCONTESTABILITY** – This Certificate shall be incontestable after it has been in force for 2 years from the Issue Date.

**CERTIFICATE YEAR** – A yearly period that begins on the Issue Date of this Certificate.

**DEATH OF ANNUITANT** – If the Annuitant is other than the Owner and dies before the Maturity Date; then unless the Owner designates a substitute annuitant (Annuitant) within 60 days from the date of the death of the Annuitant (or immediately upon Owner's death if the Owner dies before designating an Annuitant), the Owner shall become the Annuitant provided, however, if the Owner is not a natural person, then upon the death of the Annuitant, the Accumulation Value will be paid to the Owner.

**DEATH ON OR AFTER MATURITY DATE** – If the Owner of this Certificate dies on or after the Maturity Date and before the entire interest in this Certificate is distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distribution used as of the date of the Owner's death.

ASSIGNMENT – The ownership of this Certificate may not be assigned, except (1) to a trust or other entity as agent for the beneficial owner under the trust, or (2) for purposes of making an allowable exchange under Section 1035 (or any successor provision) of the Internal Revenue Code. No Assignment of this Certificate is binding upon Royal Neighbors unless it is accepted and placed on file at the Home Office. An Assignment that is on file is valid for the purpose of vesting in the assignee all the incidents of ownership assigned, and entitles Royal Neighbors to deal with the assignee as the Owner as to all incidents of ownership assigned in accordance with the provisions of this Certificate, but without prejudice to Royal Neighbors on account of any payment(s) made prior to receipt by Royal Neighbors of such notice of Assignment. The recording of an Assignment by Royal Neighbors is not a determination of the validity of the underlying Assignment. Royal Neighbors has no responsibility as to the validity of an Assignment. The claim of any assignee is subordinate to that of Royal Neighbors, including any indebtedness to Royal Neighbors.

**INTERNAL REVENUE CODE** – Certificates issued as an Individual Retirement Annuity (IRA), Roth IRA, or Simplified Employee Pension (SEP) are intended to qualify under the Internal Revenue Code (IRC) for tax favored status. Language in this Certificate referring to federal tax statutes or rules is informational and instructional. In the event of any conflict between Section 72 of the IRC and the provisions of this Certificate, the IRC section will govern so as to maintain the treatment of this Certificate as an annuity contract under the IRC.

The Owner's qualifying status, rather than the annuity Certificate, is the controlling factor as to whether the funds will receive tax-favored treatment. Please consult with a qualified tax advisor or your attorney if you have any questions as to whether or not you qualify.

**ANNUAL ADMINISTRATIVE FEE** – An Annual Administration Fee of \$15 will be charged at the end of each Certificate Year. The Administrative Fee will be waived if the Accumulation Value is equal to, or greater than an amount shown in the Table of Threshold for Annual Administrative Fees on the right.

**TERMINATION** – This Certificate will terminate on the earliest of the following:

- 1. The Maturity Date, or;
- 2. Termination of the Certificate; or
- 3. Upon request of the Owner.

Table of Threshold for Annual Administrative Fees

Certificate Year	Accumulation Value at the End of Certificate Year
1	\$600
2	\$1,200
3	\$1,800
4	\$2,400
5+	\$3,000

In the event of the termination of this Certificate, the Cash Surrender Value will be paid to the Owner in one sum or on such basis as Royal Neighbors may agree.

If the Certificate lapses due to the non-payment of the stipulated premium, the Cash Surrender Value of this Certificate will be used to purchase a new single premium deferred annuity certificate then offered by Royal Neighbors. However, if the Cash Surrender Value of this Certificate is less than the minimum amount required for the new single premium deferred annuity certificate, Royal Neighbors may, it its option and without regard to any request from the Owner of this Certificate, terminate this Certificate by paying the Owner in cash, the Cash Surrender Value of this Certificate.

**REINSTATEMENT** – This Certificate may be reinstated within 1 year from the date of default of any stipulated premium by the payment of all overdue stipulated premiums and any indebtedness on this Certificate with interest at the rate of 6% per annum payable annually.

**SETTLEMENT OPTIONS** – The Owner may elect any of the Settlement Options shown below for the payment of any part of the proceeds of this certificate in lieu of a lump sum. The Owner may change or revoke any previous election prior to the Maturity Date. An election, change, or revocation of a Settlement Option must be made by proper written notice to Royal Neighbors. No such election, change, or revocation by the Owner shall take effect until endorsed on this certificate and before this certificate matures. No payee under a Settlement Option elected by the Owner shall have the right to change the manner of payment in any way unless the right has been given by the Owner in the election.

Within 6 months after the death of the Owner, the Beneficiary may elect a Settlement Option if the Owner has not done so before such death.

The Settlement Options are available and operative for a payee only if:

- 1. The amount to be applied is \$5,000 or more; and
- 2. The payments under the option are \$100 or more unless payments are made only annually; and
- 3. Payments are to be made to a natural person.

**Option 1 – Proceeds at Interest** – The proceeds at interest option is not available under this Certificate, except in the event of the payment of the death benefit proceeds to a Beneficiary following the death of the Owner. The Beneficiary may elect the proceeds at interest option. Each payment will be based on an interest rate of not less than 2% per annum.

**Option 2 – Payments for a Fixed Period** – The proceeds may be paid in equal annual, semiannual, quarterly, or monthly payments for a fixed period of from 5 to 30 years. The amount of each payment for \$1,000 of proceeds will be in accordance with the following table:

Number Of Years		AMOUNT OF EACH PAYMENT				
Payable	Annual	Semiannual	Quarterly	Month∣y		
5	\$208.00	\$104.51	\$52.39	\$17.49		
6	175.03	87.95	44.08	14.72		
7	151.48	76.12	38.15	12.74		
8	133.83	67.25	33.71	11.25		
9	120.11	60.35	30.25	10.10		
10	109.14	54.84	27.49	9.18		
15	76.30	38.34	19.22	6.42		
20	59.96	30.13	15.10	5.04		
25	50.22	25.23	12.65	4.22		
30	43.77	22.00	11.03	3.68		

Option 3 – Life Income with Payments for a Period Certain – The proceeds will be paid in equal annual, semiannual, quarterly, or monthly payments for a period of 10 or 20 years certain and thereafter for the lifetime of the payee. The amount of each payment will depend upon the age last birthday of the payee at the time of the first payment. Proof of age of the payee may be required. The amount of each payment for \$1,000 of proceeds will be in accordance with the following table:

	5					
	MONTHLY PAYMENTS					
10	Years Certa	ıin	2	0 Years Certa	iin	
Age of Payee	Male	Female	Age of Payee	Male	Female	
20	\$2.38	\$2.30	20	\$2.38	\$2.30	
25	2.49	2.39	25	2.48	2.39	
30	2.62	2.51	30	2.61	2.50	
35	2.78	2.65	35	2.76	2.64	
40	2.98	2.81	40	2.95	2.80	
45	3.22	3.02	45	3.17	3.00	
50	3.52	3.28	50	3.43	3.24	
55	3.90	3.62	55	3.74	3.53	
60	4.39	4.04	60	4.07	3.87	
65	5.02	4.60	65	4.41	4.24	
70	5.79	5.34	70	4.70	4.59	
75	6.66	6.25	75	4.90	4.85	
80	7.54	7.27	80	5.00	4.98	

Values in the table under Option 3 are based on the Annuity 2000 Mortality Table with interest at 2% per annum.

Values for ages or frequencies not shown will be furnished upon request.

Excess Interest – The payments certain under Settlement Options 2 and 3 are based on an interest rate of 2% per annum. Each payment certain will be increased by interest in excess of 2% per annum, if any, as may be set by Royal Neighbors from time to time.

**Dates of Payment** – The first payment under Settlement Option 1 shall be payable at the end of the period selected, measured from the date on which the proceeds would have been due had such option not been elected. The first payment under Settlement Option 2 or 3 shall be payable as of the date on which the proceeds would have been due had such option not been elected.

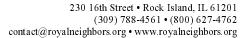
**Death of Payee** – Any amount payable at the death of the payee under an option shall be paid in one sum to the estate of the payee, unless other provision has been made. The amount payable under Settlement Option 1 shall be the remaining principal and accrued interest. The amount payable under Settlement Option 2 or 3 shall be the value commuted at 2% per annum of the remaining payments certain based on interest at 2% per annum.

**Supplementary Contract** – If a Settlement Option is elected in lieu of a lump-sum payment, a supplementary contract will be issued when the option is operative. The supplementary contract will provide for the manner of payment elected.

#### ROYAL NEIGHBORS OF AMERICA

A Fraternal Benefit Society
230 Sixteenth Street, Rock Island, Illinois 61201
www.royalneighbors.org

**FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE** – Monthly Income payable at maturity – Death benefit payable prior to maturity – Flexible Premium payments – Optional Maturity Date – Participating.





# Contract Summary/Statement of Benefit Information Flexible Premium Deferred Annuity Certificate

Name and Address of Owner at Issue JOHN J DOE 308 E 21 AVE ROCK ISLAND IL 61201 Name and Address of Agent HOME OFFICE 230 SIXTEENTH ST ROCK ISLAND IL 61201 (309) 788-4561

Chapter No. 20003

Annuitant's Gender: Male

Annuity Certificate No. 000010095007

Name of Annuitant: JOHN J DOE

Annuitant's Issue Age: 35 Contract Summary Prepared on: 10/09/2008

Type and Plan of Annuity: Flexible Premium Deferred Annuity - Non-Qualified

Annuity Issue Date: 10/09/2008

Death Benefit Proceeds – Proceeds paid on the death of the Owner shall equal the Accumulation Value.

**Guaranteed Certificate Values** – Values shown below are for the end of each Certificate year and assume that: (A) an annual premium of \$1,000.00 has been paid at the beginning of each Certificate year; (B) interest was credited at the minimum guaranteed rate; (C) there were no Withdrawals; and (D) the Certificate had not matured.

The Withdrawal values shown below do not include applicable taxes or tax penalties. There may be tax consequences and penalties resulting from a cash surrender or partial Withdrawal. You are advised to consult with a qualified tax professional or your attorney regarding possible tax consequences and/or penalties.

A partial or full Withdrawal made during the Withdrawal Charge period may result in a loss of a portion of the total premiums paid into this annuity Certificate. A cash Withdrawal Charge applies to Withdrawals made during the surrender charge period of the Certificate.

Year	Annual Premium	End of Year Accumulation Value	Withdrawal Charge Percentage	End of Year Cash Surrender Value
1	\$1,000.00	\$1,030.00	10%	\$937.30
2	\$1,000.00	\$2,090.90	9%	\$1,921.53
3	\$1,000.00	\$3,183.63	8%	\$2,954.40
4	\$1,000.00	\$4,309.14	7 <b>%</b>	\$4,037.66
5	\$1,000.00	\$5,468.41	6%	\$5,173.11
6	\$1,000.00	\$6,662.46	5%	\$6,362.64
7	\$1,000.00	\$7,892.33	4%	\$7,608.20
8	\$1,000.00	\$9,159.10	3%	\$8,911.80
9	\$1,000.00	\$10,463.87	2%	\$10,275.52
10	\$1,000.00	\$11,807.79	1%	\$11,701.51
Age 70	\$1,000.00	\$65,174.20	0%	\$65,174.20

**NOTE:** Under the Internal Revenue Code, annuity certificates that are issued as an Individual Retirement Annuity (IRA) or under a Simplified Employee Pension (SEP) plan are subject, in general, to Required Minimum Distributions (RMDs) by April 1 of the year following the year in which the owner attains age 70½. This Table of Values and Withdrawal Charges does not account for any RMDs. RMDs are more fully explained in the IRA endorsement, if any, attached to this Certificate. Also refer to the IRA endorsement, if any, for additional provisions which may change provisions contained in this Certificate. You are advised to consult with a qualified tax professional for tax information applicable to your personal situation.

SERFF Tracking Number: RNOA-125859679 State: Arkansas

Filing Company: Royal Neighbors of America State Tracking Number: 40570

Company Tracking Number: 200821 RNOA-125859679

TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

Project Name/Number: FPDA 2008/200821

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: RNOA-125859679 State: Arkansas State Tracking Number: 40570

Filing Company: Royal Neighbors of America

200821 RNOA-125859679 Company Tracking Number:

TOI: A02I Individual Annuities- Deferred Non-Sub-TOI: A02I.002 Flexible Premium

Variable

Product Name: Flexible Premium Deferred Annuity Certificate

FPDA 2008/200821 Project Name/Number:

# **Supporting Document Schedules**

**Review Status:** 

Certification/Notice Satisfied -Name: 10/15/2008

**Comments: Attachments:** 

Compliance Rule and regulation.pdf

Certification of Flesch.doc.pdf

# Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: ROYAL NEIGHBORS OF AMERICA

Form Number(s): 200821	
I hereby certify that the filing above meets all applicable requirements of Rule and Regulation 19.	e Arkansas requirements including the
Bruce Q. Peterson	
Signature of Company Officer	<del></del>
BRUCE R PETERSON	
Name	
SECRETARY AND GENERAL COUNSEL	
Title	
40/45/2000	
10/15/2008 Date	



230 16<sup>th</sup> Street | Rock Island, IL 61201

Phone: (309) 788-4561 | Toll-free: (800) 627-4762 E-mail: contact@royalneighbors.org | Web site: www.royalneighbors.org

## CERTIFICATION OF FLESCH READING EASE SCORE

Royal Neighbors of America does hereby certify that the following certificate forms and application, specimen copies of which are submitted herewith, are in its judgment readable based on the factors specified in Arkansas Regulations.

FORM TITLE

FLESCH SCALE READABILITY ANALYSIS AND TEST SCORE

200821 Flexible Premium Deferred Annuity Certificate 60.3

- A Flesch reading ease test scores of the above forms is as indicated above.
- The forms are printed, except for specification pages, schedules and tables, in not less than ten point, one point leaded.
- The forms listed above were analyzed in their entirety both to the method and formula as specified in Arkansas Regulations.

Dated this 15th day of October, 2008

Philip K. Blankenfeld – Compliance Manager